

1 Samuel H. Ruby, SBN 191091
2 E-mail: samuel.ruby@bullivant.com
3 Kevin K. Ho, SBN 233408
4 E-mail: kevin.ho@bullivant.com
5 BULLIVANT HOUSER BAILEY PC
6 601 California Street, Suite 1800
7 San Francisco, California 94108
8 Telephone: 415.352.2700
9 Facsimile: 415 352 2701

6 | Attorneys for Plaintiff The Continental
Insurance Company

E-mail

THE CONTINENTAL INSURANCE
COMPANY,

CV 08
Case No.:

2052

COMPLAINT FOR DECLARATORY RELIEF AND DAMAGES

Plaintiff,

vs.

JOHN JOSEPH COTA; REGAL STONE
LIMITED; FLEET MANAGEMENT LTD.;
and the *M/V COSCO BUSAN*, LR/IMO Ship
No. 9231743 her engines, apparel, electronics,
tackle, boats, appurtenances, etc., *in rem*,

Defendants.

**PLAINTIFF THE CONTINENTAL INSURANCE COMPANY
ALLEGES THE FOLLOWING:**

SUBJECT MATTER JURISDICTION

3 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1333 (admiralty
4 jurisdiction), in that, as set forth more fully below, the action concerns a maritime contract;
5 specifically, a contract of marine insurance.

6 2. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332
7 (diversity jurisdiction), in that, as set forth more fully below, there is complete diversity of

citizenship between the plaintiff and the defendants, and the amount in controversy as to each defendant exceeds \$75,000.

3. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1337
(supplemental jurisdiction), in that, as set forth more fully below, one or more claims asserted
herein, if not within the Court's admiralty or diversity jurisdiction, is within the Court's original
jurisdiction thereby giving the Court supplemental jurisdiction over all other claims that are so
related to claims in the action within such original jurisdiction that they form part of the same
case or controversy.

VENUE AND INTRADISTRICT ASSIGNMENT

4. Venue is proper pursuant to 28 U.S.C. § 1391 in that, as set forth more fully below, the a substantial part of the events or omissions giving rise to this claim occurred in the County of San Francisco. Pursuant to Local Rule 3-2(c-d), this action is assignable to the San Francisco Division or the Oakland Division, because a substantial part of the events or omissions giving rise to this claim occurred in the County of San Francisco.

FIRST CAUSE OF ACTION

(Declaratory Relief—Against Cota)

5. The Continental Insurance Company ("Continental") is a citizen of Pennsylvania and Illinois. Continental is a corporation organized and existing under the laws of Pennsylvania. Continental's principal place of business is in Chicago, Illinois.

6. Captain John Joseph Cota (“Cota”) is a citizen of California. Cota is domiciled in and is a resident of California.

7. Cota was licensed by the United States Coast Guard and the State of California as a pilot.

8. Cota is a member of the San Francisco Bar Pilots Association (“the SF Bar Pilots”), an association of persons who guide vessels entering or exiting the waters of San Francisco Bay.

1 9. Continental issued a policy of insurance, No. H856049 (“the Policy”), to the SF
2 Bar Pilots, the San Francisco Bar Pilots Benevolent Association, and their officers, employees,
3 and individual member pilots, including Cota.

4 10. A true and correct copy of the Policy is attached hereto as ***Exhibit A***.

5 11. While the Policy was in effect, on November 7, 2007, Cota was hired to pilot and
6 did pilot the *M/V Cosco Busan* while it was exiting the Port of Oakland to depart from San
7 Francisco Bay.

8 12. While Cota was piloting the *M/V Cosco Busan*, it allided with and struck the
9 Delta span of the San Francisco-Oakland Bay Bridge.

10 13. In connection with the allision, the United States Department of Justice and
11 United States Attorney’s Office, commenced a criminal investigation (“the Criminal
12 Investigation”) in which Cota was identified as a “target.”

13 14. Cota demanded that Continental defend him (or indemnify him against his costs
14 of his defense) in connection with the Criminal Investigation.

15 15. Continental declined to defend Cota or indemnify him against his costs of his
16 defense in connection with the Criminal Investigation.

17 16. On March 17, 2008, the United States Department of Justice, United States
18 Attorney’s Office, filed criminal charges (“the Criminal Complaint”) against Cota.

19 17. Attached hereto as ***Exhibit B*** is a true and correct copy of the Criminal
20 Complaint.

21 18. Cota demanded that Continental defend him (or pay for costs of his defense) in
22 connection with the Criminal Complaint.

23 19. Continental declined to defend Cota or pay for costs of his defense in connection
24 with the Criminal Complaint.

25 20. Cota continues to contend that Continental was obligated to defend him (or pay
26 for costs of his defense) in connection with the Criminal Investigation and that Continental is
27 obligated to defend him (or pay his defense costs) in connection with the Criminal Complaint.

21. Continental continues to deny that it was obligated to defend him (or pay for costs of his defense) in connection with the Criminal Investigation and continues to deny that Continental is obligated to defend him (or pay his defense costs) in connection with the Criminal Complaint. However, Continental has offered to defend Cota (or pay for costs of defense) while this action is pending, without prejudice to this action and subject to a full reservation of rights.

22. There exists an actual and justiciable controversy between Cota and Continental.

23. The controversy can be resolved by a judicial declaration of the parties' rights and obligations under the Policy and the law.

WHEREFORE, Continental prays for relief as set forth below.

SECOND CAUSE OF ACTION

(Indemnity—By Subrogation—Against Regal Stone, Fleet Management and *M/V Cosco Busan*)

24. Continental incorporates by reference the allegations of paragraphs 1 to 23 above and realleges them as if set forth fully herein.

25. At all material times herein, Regal Stone Limited (“Regal Stone”) is a citizen of a foreign nation headquartered in Hong Kong, Special Administrative Region of the People’s Republic of China.

26. At all material times herein, Fleet Management Ltd. (“Fleet Management”) is a citizen of a foreign nation headquartered in Hong Kong, Special Administrative Region of the People’s Republic of China.

27. At all material times herein, the *M/V Cosco Busan*, LR/IMO Ship No.: 9231743, her engines, apparel, electronics, tackle, boats, appurtenances, etc., *in rem* ("Cosco Busan"), was flagged in Hong Kong and was, on November 7, 2007, within the navigable waters of this District and within the jurisdiction of this Court.

1 28. At all material times herein, Regal Stone and Fleet Management was each an
2 owner, operator, or demise or bareboat charterer of the *Cosco Busan*.

3 29. California Harbors & Navigations Code § 1198(c) provides, in pertinent part:

4 Every vessel, owner, operator, or demise or bareboat charterer
5 hiring a pilot with a state license for the Bays of San Francisco,
6 San Pablo, and Suisun shall either defend, indemnify, and hold
7 harmless pilots pursuant to paragraph (1), or alternatively, notify
8 pilots of an intent to pay for trip insurance to paragraph (2). If a
9 vessel or its owner, operator, or demise or bareboat charterer does
10 not provide written notice pursuant to paragraph (2) of an intent to
11 exercise the trip insurance option, then the vessel and its owner,
12 operator, and demise or bareboat charterer will be deemed to have
13 elected the obligation to defend, indemnify, and hold harmless
14 pilots pursuant to paragraph (1).

15 (1) (A)***

16 (B) A vessel subject to this paragraph and its owner,
17 operator, and demise or bareboat charterer shall defend,
18 indemnify, and hold harmless the pilot, any organization
19 of pilots to which the pilot belongs; and their officers and
20 employees, with respect to liability arising from any claim,
21 suit, or action, by whomsoever asserted, resulting in
22 whole, or in part, from any act, omission, or negligence of
23 the pilot, any organization of pilots to which the pilot
24 belongs, and their officers and employees....

25 (C) *****

26 (D) A pilot who is the prevailing party shall be awarded
27 attorneys' fees and costs incurred in any action to enforce
28 a right of indemnification provided pursuant to this
subdivision.

29 30. Regal Stone, Fleet Management, and the *Cosco Busan* hired Cota to pilot the
30 *Cosco Busan*.

31 31. Neither Regal Stone, Fleet Management, nor the *Cosco Busan* notified Cota or
32 anyone else of an intent to pay for trip insurance to paragraph (2) of Harbors and Navigations
33 Code § 1198(c).

34 32. Consequently, Regal Stone, Fleet Management, and the *Cosco Busan* are deemed
35 to have elected to defend, indemnify, and hold harmless Cota pursuant to paragraph (1) of
36 Harbors and Navigations Code § 1198(c).

1 33. In connection with the allision, civil actions were brought by the United
2 Department of Justice, Torts Branch entitled: *United States v. M/V Cosco Busan, et al.*
3 (U.S.D.C. N.D. Cal. Case No.: 07-cv-06045) and by other classes of civil plaintiffs in actions
4 entitled: *Chelsea LLC et al. v. Regal Stone, Ltd., et. al.* (U.S.D.C. N.D. Cal. Case No.: 07-cv-
5 05800) and *Shogren Living Trust et al. v. Regal Stone, Ltd., et al.* (U.S.D.C. N.D. Cal. Case
6 No.: 07-cv-05926) (collectively, “the Civil Actions”). These cases were deemed related by
7 Judge Samuel Conti on December 11, 2007.

8 34. Under Harbors and Navigations Code § 1198(c), Cota tendered his defense in the
9 Civil Actions to Regal Stone, Fleet Management, and the *Cosco Busan*.

10 35. Initially, Regal Stone, Fleet Management, and the *Cosco Busan* declined to
11 defend Cota.

12 36. Under the Policy, Cota tendered his defense in the Civil Actions to Continental.

13 37. Under a reservation of rights, Continental accepted the tender and appointed
14 counsel for Cota at Continental’s expense.

15 38. While defending Cota, Continental demanded that Regal Stone, Fleet
16 Management, and the *Cosco Busan* assume the defense and reimburse Continental for defense
17 costs incurred.

18 39. Only after several months did Regal Stone, Fleet Management, and the *Cosco*
19 *Busan* assume the defense of Cota.

20 40. In the meantime, Continental incurred at least \$315,321.31 for attorneys’ fees,
21 experts’ fees, and other defense-related costs.

22 41. Neither Regal Stone, Fleet Management, nor the *Cosco Busan* has reimbursed
23 Continental for any portion of those costs.

24 42. Having defended Cota and paid his defense costs, Continental is subrogated to
25 his legal rights, including his rights to defense and indemnification by Regal Stone, Fleet
26 Management, and the *Cosco Busan* under Harbors and Navigations Code § 1198(c).

27 43. Additionally, or alternatively, Continental is directly entitled to equitable
28 indemnity Regal Stone, Fleet Management, and the *Cosco Busan*.

44. By subrogation to Cota's indemnity rights, and/or by direct indemnity rights, Continental is entitled to recover from Regal Stone, Fleet Management, and the *Cosco Busan* the costs incurred by Continental in defending Cota in connection with the Civil Actions.

45. Pursuant to Harbors & Navigations Code § 1198(c)(1)(D), Continental is also entitled to recover attorneys' fees that it has and will continue to incur to enforce the obligations of Regal Stone, Fleet Management, and the *Cosco Busan* to defend and indemnify Cota in connection with the Civil Actions.

WHEREFORE, Continental prays for relief as set forth below.

THIRD CAUSE OF ACTION

(Declaratory Relief—Against Regal Stone, Fleet Management, and *M/V Cosco Busan*)

46. Continental incorporates by reference the allegations of paragraphs 1 to 45 above and realleges them as if set forth fully herein.

47. The intent of Section C (“Pilot’s Contingent Legal Liability”) of the Policy is to cover, subject to the terms and conditions of the Policy (including certain exclusions and limitations), the legal liabilities of a pilot that are within the exculpatory and indemnification clauses of Harbors & Navigations Code § 1198(c), in the event (and only in the event) that the vessel, its owners, operators, and/or charterers (collectively, “Vessel Interest”) should refuse or be unable to defend and indemnify the pilot.

48. Cota contends that under Harbors & Navigations Code § 1198(c), if a vessel, its owners, operators, and/or charterers elect not to purchase trip insurance, then they are obligated to defend and indemnify the pilot not only against civil liability but also against criminal liability.

49. On that basis, and because Regal Stone, Fleet Management, and the *Cosco Busan* did not purchase trip insurance, Cota contends that Regal Stone, Fleet Management, and the *Cosco Busan* are obligated to defend and indemnify him in connection with the Criminal Investigation and the Criminal Complaint.

50. On that basis, and because Regal Stone, Fleet Management, and the *Cosco Busan* have refused to defend and indemnify Cota in connection with the Criminal Investigation and

1 the Criminal Complaint, Cota contends that Section C of the Policy is triggered and that
2 Continental is obligated to defend and indemnify him.

3 51. Continental denies that Harbors & Navigations Code § 1198(c) requires a vessel,
4 its owners, operators, and/or charterers to defend and indemnify the pilot against criminal
5 liability.

6 52. For that reason, among others, Continental denies that the refusal of Regal Stone,
7 Fleet Management, and the *Cosco Busan* to defend and indemnify Cota in connection with the
8 Criminal Investigation and the Criminal Complaint gives rise to any duty on Continental's part
9 to provide such defense and indemnity.

10 53. However, if the Court finds that Cota's interpretation of Harbors & Navigations
11 Code § 1198(c) is correct—and if, on that basis (and notwithstanding the terms and conditions
12 of the policy), the Court finds that Continental may have a duty to defend and indemnify—then
13 necessarily, Regal Stone, Fleet Management, and the *Cosco Busan* will have a duty to defend
14 and indemnify Cota in connection with the Criminal Investigation and the Criminal Complaint.

15 54. Continental contends that as between (a) Continental, on the one hand, and (b)
16 Regal Stone, Fleet Management, and the *Cosco Busan*, on the other hand, Regal Stone, Fleet
17 Management, and the *Cosco Busan* have the primary duty to defend and indemnify Cota and
18 that Continental should have no obligation to assume or contribute to his defense or
19 indemnification unless and until the duties of Regal Stone, Fleet Management, and the *Cosco*
20 *Busan* are somehow excused or exhausted.

21 55. Continental is informed and believes and on that basis alleges that Regal Stone,
22 Fleet Management, and the *Cosco Busan* dispute Continental's contentions.

23 56. There exists an actual and justiciable controversy between Continental and Regal
24 Stone, Fleet Management, and the *Cosco Busan*.

25 57. The controversy can be resolved by a judicial declaration of the parties' rights
26 and obligations under the Policy and the law.

27 WHEREFORE, Continental prays for relief as set forth below.

28 W^W

PRAYER

As relief for the causes of action set forth above, Continental prays:

1. For a judicial declaration:

that Continental has no duty to defend or indemnify Cota in connection with the Criminal Investigation or the Criminal Complaint;

(b) or, in the alternative, that Regal Stone, Fleet Management, and the *Cosco Busan* are obligated to defend and indemnify Cota and that Continental shall have no duty to contribute to or assume his defense or indemnification unless and until the duties of Regal Stone, Fleet Management, and the *Cosco Busan* are excused or exhausted.

2. For a judgment of damages against Regal Stone, Fleet Management, and the *Cosco Busan* in the approximate amount of \$315,321.31, to be proven at trial, plus prejudgment interest, plus attorneys' fees pursuant to Harbors & Navigations Code § 1198(c)(1)(D);

3. For costs of suit; and

4. For such other and further relief as the Court may deem just and proper.

DATED: April 21, 2008

BULLIVANT Houser Bailey PC

By Samuel H. Ruby
Samuel H. Ruby
Kevin K. Ho

Attorneys for Plaintiff The Continental Insurance Company

10518852.1

FILE COPY

(a) PLAINTIFFS THE CONTINENTAL INSURANCE COMPANY		DEFENDANTS JOHN JOSEPH COTA; REGAL STONE LIMITED; FLEET MANAGEMENT LTD.; and the <i>M/V COSCO BUSAN</i> , LR/IMO Ship No. 9231743 her engines, apparel, electronics, tackle, boats, appurtenances, etc., <i>in rem</i>
(b) County of Residence of First Listed Plaintiff ILLINOIS (EXCEPT IN U.S. PLAINTIFF CASES)		County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
(c) Attorney's (Firm Name, Address, and Telephone Number) Samuel H. Ruby (SBN 191091)/Kevin K. Ho (SBN 233408) BULLIVANT HOUSER BAILEY PC 601 California Street, Suite 1800 San Francisco, CA 94108 (415-352-2700/fax:415-352-2701)		Attorneys (If Known)

E-filing

I. BASIS OF JURISDICTION (Place an "X" in One Box Only)		III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)					
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	<input type="checkbox"/> PTF 1	<input checked="" type="checkbox"/> DEF 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> PTF 4	<input type="checkbox"/> DEF 4
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 5
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

V. NATURE OF SUIT (Place an "X" in One Box Only)								
CONTRACT		TORTS		FORFEITURE/PENALTY		BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise		<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY		CIVIL RIGHTS		PRISONER PETITIONS		SOCIAL SECURITY	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights		<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
						IMMIGRATION		
						<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

VI. ORIGIN (Place an "X" in One Box Only)		Transferred from _____					
<input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court		<input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 another district (specify) _____ <input type="checkbox"/> 6 Multidistrict Litigation <input type="checkbox"/> 7 Judge from Magistrate Judgment					

VI. CAUSE OF ACTION		Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §1332, 1333 and 1367 Brief description of cause: DECLARATORY RELIEF, INDEMNITY					
VII. REQUESTED IN COMPLAINT:		<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23			DEMAND \$ 315,321.31	CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
VIII. RELATED CASE(S) IF ANY		PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".					

IX. DIVISIONAL ASSIGNMENT
(PLACE AND "X" IN ONE BOX ONLY)

Case 3:08-cv-02052-SC

Document 1-2

Filed 04/21/2008

Page 2 of 2

SAN FRANCISCO/OAKLAND

SAN JOSE

DATE

4/21/08

SIGNATURE OF ATTORNEY OF RECORD

Samuel H. Tanley